

## **REMARKS**

### **Summary**

Claims 1-37 are pending. Claims 1, 15, 22, and 29 are amended herein. No new matter is added.

### **Interview**

The Examiner is thanked for the courtesies extended to Applicant's representative during a September 20, 2005, telephonic interview in which the outstanding rejections were discussed. Applicant's separate record of the substance of the interview is contained in the remarks below.

### **Rejection Under 35 U.S.C. § 103(a) over O'Donnell and Stolfo**

Claims 1-2, 7-8, 10-16, 19-23, 26-30, and 34-37 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0013739 to O'Donnell et al. (O'Donnell) in view of U.S. Patent Application Publication No. 2001/0044785 to Stolfo et al. (Stolfo). In light of the amendments to claims 1, 15, 22, and 29, and the remarks below, Applicant respectfully requests withdrawal of the rejection.

While disagreeing with the assertions of the Office Action, to expedite the examination, Applicant has amended claim 1 to further particularize the invention. With respect to amended claim 1, the cited references individually or in combination do not teach or suggest the claimed feature of "intervening by the delivery address service by electronically accessing and communicating the mailing address provided by the subscriber as part of said electronic subscription to a delivery service to facilitate delivery of the purchased good to the subscriber at the mailing address of the subscriber, wherein said mailing address accessed and communicated by said delivery address service is retrieved from a database of said delivery address service."

As is clearly shown by the clarified claim language, control over the storage and retrieval of the subscriber's provided mailing address resides with the delivery address service. The mailing address is provided by the subscriber during a subscription

process. In response, a substitute delivery address is provided by the delivery address service. As described in the specification, a “substitute delivery address” refers to delivery addresses and/or associated control information that are owned and/or controlled by the delivery address service.”

In contrast, the methods of O'Donnell and Stolfo provide anonymous shipping addresses with embedded information that can be ascertained by multiple parties, such as a shipper or carrier. For example, as cited by the Office Action, Paragraph 0012 reads, in part, “[t]he shipper or carrier can determine the identity of the recipient and the recipient's address and, thereafter, effect the delivery.” In such a method, the anonymous shipping address must be embedded with information decipherable by an authorized party to effect delivery.

On the other hand, the methods of the presently claimed invention, as discussed above, utilize a substitute delivery address provided by the delivery address service, stored by the delivery address service, and then retrieved directly from a database of the delivery address service. The control information is thus not passed as part of the address and the control resides at all times with the delivery address service.

As such, O'Donnell and Stolfo in combination do not teach or suggest the claimed delivery address service as discussed above.

Therefore, when viewed as a whole, claim 1 is patentable over O'Donnell and Stolfo individually and in combination.

#### Claims 15 and 22

Independent claims 15, 22, and 29 include in substance the same recitation as described for claim 1. Thus, for at least the above stated reasons, claims 15, 22, and 29 are not obvious and are patentable over the Office Action's proposed combination of O'Donnell and Stolfo.

#### Claims 2, 7-8, 10-14, 16, 19-21, 23, 26-28, 30, and 34-37

Claims 2, 7-8, 10-14, 16, 19-21, 23, 26-28, 30, and 34-37 depend, directly or indirectly, from either claim 1, 15, 22, or 29, incorporating their limitations. Therefore,

for at least the same reasons discussed above, claims 2, 7-8, 10-14, 16, 19-21, 23, 26-28, 30, and 34-37 are patentable over the combination of O'Donnell and Stolfo.

Rejection Under 35 U.S.C. § 103(a) over O'Donnell, Stolfo and Yamada

Claims 3-6, 17-18, 24-25, and 31-33 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0013739 to O'Donnell et al. (O'Donnell) in view of U.S. Patent Application Publication No. 2001/0044785 to Stolfo et al. (Stolfo) and further in view of U.S. Patent No. 6,336,100 to Yamada (Yamada).

Yamada fails to overcome the deficiencies of O'Donnell and Stolfo discussed above. Thus, in light of the amendments to claims 1, 15, 22, and 29, and the remarks above, Applicant respectfully requests withdrawal of the rejection.

Therefore, based at least in part on their dependencies on claims 1, 15, 22, and 29, directly or indirectly, Applicant submits that claims 3-6, 17-18, 24-25, and 31-33 are patentable over O'Donnell, Stolfo and Yamada, whether alone or in combination, and thus are in proper form for allowance.

**CONCLUSION**

Applicant has further endeavored to address all of the Examiner's concerns as expressed in the outstanding Office Action. If there are any remaining concerns, the Examiner is invited to contact the undersigned at the number below.

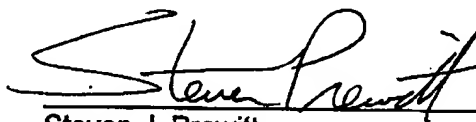
In light of the above remarks, Applicant submits claims 1-37 are in condition of allowance. Early issuance of Notice of Allowance is respectfully requested.

The Commissioner is hereby authorized to charge shortages or credit overpayments to Deposit Account No. 500393.

Respectfully submitted,

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